

## EXTRAORDINARY GAZETTE



THE SOUTH AUSTRALIAN  
GOVERNMENT GAZETTE

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PUBLISHED BY AUTHORITY

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ALL PUBLIC ACTS appearing in this GAZETTE are to be considered official, and obeyed as such

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ADELAIDE, TUESDAY, 6 JUNE 2000

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ELECTRICITY CORPORATIONS (RESTRUCTURING AND DISPOSAL) ACT 1999 SECTION 35: EXCLUSION OF CROWN LIABILITY AS OWNER, ETC., OF LEASED ASSETS

*Proclamation By The Governor*

(L.S.) E. J. NEAL

PURSUANT to section 35 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* and with the advice and consent of the Executive Council, I declare:

- (a) that Generation Lessor Corporation, the lessor of assets the subject of a generation plant lease, and the Crown, will, despite any other Act or law, be immune from any civil or criminal liability in connection with that lease or those assets, including, without limiting the generality of the foregoing:
- (i) any liability for loss, damage, injury or death suffered by a person, whether through interruption or failure in the generation of electricity, environmental pollution, electrocution, equipment malfunction, cancer or other adverse health condition, or otherwise; and
  - (ii) any statutory liability;
- (b) that, without limiting the application of the *Acts Interpretation Act 1915* to this proclamation as a statutory instrument, paragraph (a) applies to any liability arising under any present or future law;
- (c) that the immunity under paragraph (a) does not extend to a liability under a generation plant lease, relevant sale/lease agreement or relevant related instrument to a party to the lease, agreement or instrument;
- (d) that in this proclamation:

'Area 3 Sale/Lease Agreement' means the sale/lease agreement entitled Area 3 Land Sale/Lease Agreement made on 6 June 2000 between the Treasurer and the Purchaser, and includes that agreement as varied from time to time;

'generation plant lease' means:

- (i) each of the leases granted by the TIPS A Sale/Lease Agreement, the terms and conditions of which are set out in Annexures A and B respectively to that agreement;
- (ii) each of the leases granted by the TIPS B Sale/Lease Agreement, the terms and conditions of which are set out in Annexures A and B respectively to that agreement;
- (iii) the lease granted by the Area 3 Sale/Lease Agreement, the terms and conditions of which are set out in Annexure A to that agreement,

and includes any of those leases as varied from time to time;

'Guarantor' means TXU Electricity Limited (ACN 064 651 118);

'Optima Energy Generation Business Sale Agreement' means the sale/lease agreement entitled Optima Energy Generation Business Sale Agreement made on 4 May 2000 between the Treasurer, Optima Energy Pty Ltd (ACN 083 202 831), Generation Lessor Corporation, the Purchaser and the Guarantor, and includes that agreement as varied from time to time.

'Purchaser' means TXU (South Australia) Pty Limited (ACN 081 074 204);

'relevant related instrument' means an instrument that it is acknowledged and agreed in the Optima Energy Generation Business Sale Agreement will be a related instrument for the purposes of the Act;

'relevant sale/lease agreement' means:

- (i) the TIPS A Sale/Lease Agreement; or
- (ii) the TIPS B Sale/Lease Agreement; or
- (iii) the Area 3 Sale/Lease Agreement; or
- (iv) the Optima Energy Generation Business Sale Agreement;

'TIPS A Sale/Lease Agreement' means the sale/lease agreement entitled Torrens Island Power Station A Sale/Lease Agreement made on 6 June 2000 between the Treasurer, the Purchaser and the Guarantor, and includes that agreement as varied from time to time.

'TIPS B Sale/Lease Agreement' means the sale/lease agreement entitled Torrens Island Power Station B Sale/Lease Agreement made on 6 June 2000 between the Treasurer, the Purchaser and the Guarantor, and includes that agreement as varied from time to time.

Given under my hand and the Public Seal of South Australia, at Adelaide, 6 June 2000.

By command,

ROB LUCAS, for Premier

T&F 53/2000 CS

**ELECTRICITY CORPORATIONS (RESTRUCTURING AND DISPOSAL) ACT 1999 SECTION 35: EXCLUSION OF CROWN LIABILITY AS OWNER, ETC., OF LEASED ASSETS**

*Proclamation By The Governor*

(L.S.) E. J. NEAL

PURSUANT to section 35 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* and with the advice and consent of the Executive Council, I declare:

- (a) that Generation Lessor Corporation, the lessor of assets the subject of a generation plant lease, and the Crown, will, despite any other Act or law, be immune from any civil or criminal liability in connection with that lease or those assets, including, without limiting the generality of the foregoing:
  - (i) any liability for loss, damage, injury or death suffered by a person, whether through interruption or failure in the generation of electricity, environmental pollution, electrocution, equipment malfunction, cancer or other adverse health condition, or otherwise; and

(ii) any statutory liability;

- (b) that, without limiting the application of the Acts Interpretation Act 1915 to this proclamation as a statutory instrument, paragraph (a) applies to any liability arising under any present or future law;
- (c) that the immunity under paragraph (a) does not extend to a liability under a generation plant lease, relevant sale/lease agreement or relevant related instrument to a party to the lease, agreement or instrument;
- (d) that in this proclamation:

'generation plant lease' means each of the leases granted by the Synergen Sale/Lease Agreement, the terms and conditions of which are set out in Annexures A and B respectively to that agreement, and includes any of those leases as varied from time to time;

'Guarantor' means National Power PLC;

'Purchaser' means National Power Synergen Pty Limited (ACN 092 560 819);

'relevant related instrument' means an instrument that it is acknowledged and agreed in the Synergen Generation Business Sale Agreement will be a related instrument for the purposes of the Act;

'relevant sale/lease agreement' means:

- (i) the Synergen Sale/Lease Agreement; or
- (ii) the Synergen Generation Business Sale Agreement;

'Synergen Generation Business Sale Agreement' means the sale/lease agreement entitled Synergen Generation Business Sale Agreement made on 11 May 2000 between the Treasurer, Synergen Pty Ltd (ACN 083 203 070), Generation Lessor Corporation, the Purchaser and the Guarantor, and includes that agreement as varied from time to time;

'Synergen Sale/Lease Agreement' means the sale/lease agreement entitled Synergen Sale/Lease Agreement made on 6 June 2000 between the Treasurer, the Purchaser and the Guarantor, and includes that agreement as varied from time to time.

Given under my hand and the Public Seal of South Australia, at Adelaide, 6 June 2000.

By command,

ROB LUCAS, for Premier

T&F 54/2000 CS